

PARTICIPANT WAIVER FOR CITY OF TORRANCE COMMUNITY SERVICES PROGRAMS
COVID-19 AND PARTICIPATION RELEASE AND WAIVER AGREEMENT

Name of Participant: _____ **(the “Participant”)**

Name of Program: **Senior Center Programs (Bartlett, Tillim, Walteria, Rec Center) (the “Program”)**

PARTICIPANT: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING LAWSUITS IN THE FUTURE IF YOU OR YOUR FAMILY BECOME SICK OR INJURED DURING OR AFTER PARTICIPATING IN THIS PROGRAM. YOU MAY WANT TO CONSULT A LAWYER BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW, AND THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER OF YOUR CHOICE REGARDING ITS TERMS.

Preamble In return for the Participant being allowed to enter and remain in the Program and to participate in activities in connection with the Program, the Participant, and their Related Persons (as defined below), consent and agree to the following terms. As used in this Agreement, the term **“Related Persons”** shall mean the Participant’s heirs, assigns, executors, administrators, next of kin and other persons acting or claiming to act on their behalf.

1. Acknowledgment of COVID-19 Risks. The participant understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, **“COVID-19”**) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented at the Program, (collectively, the **“COVID-19 Protocols”**), can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person’s age or health condition. The Participant also acknowledges that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time to time persons present at the Program or at any locations in which the Program may be held, may not comply fully with the COVID-19 Protocols. The Participant understands that the implementation of the COVID-19 Protocols does not guarantee that Participant will not be exposed to or contract COVID-19 as a result of their attendance in the Program or pass COVID-19 on to others, including other family members of Participant. The Participant understands and knowingly and voluntarily assumes all risks related to traveling to and from, and participating in the Program. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID -19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from Participant’s own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). The Participant accepts that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant, or any Related Persons may incur in connection with the risks described above.

2. Acknowledgement of Program Participation Risks. There are inherent risks that come with participating in the Program. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken. The Participant understands and acknowledges that any risks could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death). The Participant accepts that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that Participant, or any Related Persons may incur in connection with the risks described above.

3. Acknowledgements. The Participant acknowledges that the following statements are true and accurate and that no Released Parties (as defined in paragraph 4 below) can be held responsible in any way if they are not: (i) Participant has consulted with Participant's own doctor to ensure that their participation in the Program will not pose any unusual risks to his health and well-being, (ii) Participant is in good condition physically and has not been advised or cautioned against participation in the Program by their doctor or any other medical practitioner, (iii) Participant is covered by medical insurance, (iv) Participant has read the attached Program rules and understands the rules. Participant authorizes the Released Parties to secure emergency medical care or transportation (i.e., EMS) for Participant when deemed necessary by the Released Parties at the sole cost of Participant.

4. Release, Waiver and Covenant Not To Sue. For purposes of this Agreement, (i) the term "**Released Parties**" shall mean the CITY, the City Council and each member thereof, present and future, and every officer, agent and employee of the CITY and every member of its boards and commissions, and (ii) the term "**Claims**" shall mean any and all liability, lawsuits, causes of action and claims for damages, costs or expenses, whether past, present or future, and whether known or unknown.

Participant on their own behalf, and on behalf of their Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to), all Claims, including, but not limited to, Claims arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which Participant and any Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) Participant's exposure to COVID-19; (ii) Participant's attendance at the Program and participation in activities at or related to the Program; (iii) Participant's travel to or presence at the Program, or at any location to which he may travel in connection with the Program; or (iv) any of the risks identified above in paragraphs 1 and 2 of this Agreement. Participant understands that this release, waiver and covenant not to sue includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers Claims of any sort, whether suffered before, during or after Participant's participation in the Program.

Participant recognizes and agrees that this release and waiver of liability is a full, general and final release and waiver of all Released Claims. Participant further acknowledges that Participant has read Section 1542 of the Civil Code of the State of California, which currently provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Participant understands that, pursuant to Section 1542, Participant has the right not to release existing claims of which Participant is not now aware, unless Participant voluntarily chooses to waive this right. Even though Participant acknowledges that Participant is aware of such right, by signing below, Participant nevertheless hereby voluntarily waives such rights and elects to assume all risks for claims that now exist in Participant's favor, *known or unknown*, arising from the subject matter of the waiver of liability and release set forth herein.

5. Dispute Resolution. Participant agrees to engage in good faith efforts to mediate any dispute that might arise concerning this Agreement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the dispute not be resolved by mediation, Participant agrees that all disputes, controversies, or claims arising out of or related to Participant's participation in the Program shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. Participant further agrees that the arbitrability of any dispute, controversy, or claim arising out of Participant's participation in the Program will be submitted to an arbitrator in accordance with

the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org.

6. Class Action Waiver. Participant agrees that all claims against any Released Person arising out of Participant's participation in the Program must be pursued on an individual basis only. By signing this Agreement, Participant waives any right to commence, or be a party to, any class action, or any other sort of collective claims against the Released Parties.

7. Governing Law. Participant agrees that this Agreement shall be governed by the laws of the State of California without regard to choice of law principles.

8. Severability. Participant agrees that if any part of this Agreement is declared illegal, unenforceable or ineffective to any extent, that part of the Agreement shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, that part of the Agreement shall be severed from the rest of the Agreement, so that all of the other provisions contained in this Agreement shall remain valid and binding.

THE WAIVERS AND RELEASES GRANTED BY PARTICIPANT HEREUNDER ARE LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

PARTICIPANT MUST COMPLETE: I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I understand its terms, including that I am giving up substantial legal rights. I understand that this Agreement is a material inducement for Participant's admission to and continued participation in the Program and that the Program Organizers and the other Released Parties are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Agreement have been made by any of the Released Parties. I acknowledge that I have had the opportunity to seek legal advice regarding this Agreement from a lawyer of my choice.

Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Signature: _____ **Date:** _____